

From: Kristie Gutsell <kristie@pvg.clinic>
Date: July 11, 2016 at 1:10:06 PM CDT
To: Andrew Rudin <Andyrudin@yahoo.com>
Subject: contract

Please see attached file. Please sign and return.

NURSE PRACTITIONER AND PHYSICIAN COLLABORATIVE PRACTICE AGREEMENT

PARTIES DEFINED

This Agreement is entered into in the County of Madison, State of Tennessee, between Andrew Rudin, MD (hereinafter "Physician") and Jeffrey Young, NP (hereinafter "NP") and is effective as of June 28, 2016.

RECITALS

- A. Physician agrees to be NP's supervising physician.
- B. Physician and NP possess unencumbered licenses to practice in the State of Tennessee.
- C. NP, as a member of PreventaGenix LLC, will, with the assistance of other NPs employed by Preventagenix, operate an outpatient medical service known as PreventaGenix.
- D. Physician will be available to provide supervision to the NP in accordance with the requirements set forth by the Tennessee State Board of Medical Examiners Division of Health Related Boards, as described in Rule 0880-6-.02 of the Tennessee State Board of Medical Examiners Division of Health Related Boards.
- E. The NP and Physician agree to the following Collaborative Practice Agreement for the provision of health care services at PreventaGenix.

COMPENSATION

- A. Compensation to Physician will not be contingent on receiving Physician referrals, additional duties, patient payment, or insurance reimbursement. Likewise, Physician understands and agrees that his sole compensation for supervising the NP as contemplated in this Collaborative Practice Agreement is housed in subsection D of this part.
- B. Physician will not be obligated or expected to recruit or refer patients to the NP.
- C. NP will provide Physician with appropriate tax forms at the end of the year.
- D. PreventaGenix LLC will pay \$1,000 per month to Physician as compensation for Physician completing the duties and obligations described in this Collaborative Practice Agreement.

RELATIONSHIP OF PARTIES

The parties intend that a Physician and Nurse Practitioner working agreement will be created by this Agreement.

- A. Physician and NP agree to practice in adherence to federal and state law, rules, and regulations.
- B. NP is responsible for contacting and informing the physician and/or community mental health specialist about patient concerns, in accordance with state law, rules, and regulations.
- C. Patients will be informed about the Physician's role relative to their care.
- D. This Agreement does not create an employee or agency status on behalf of either the NP or the Physician.
- E. It is hereby agreed that the NP, by virtue of the working relationship with the physician, will render healthcare services at PreventaGenix. The NP will be responsible for managing all aspects of patient care, including collecting fees, scheduling patients/clients, and maintaining documentation.
- F. Physician agrees to be available for consultation during PreventaGenix's normal operating hours. If Physician is not available during these hours Physician agrees to make arrangements for a substitute physician to be available for consultation.
- G. Physician and NP agree to jointly develop protocols that outline and cover the applicable standard of care and account for all protocol drugs by appropriate formulary that are specific to the population of patients served by PreventaGenix.
- H. Physician and NP agree to jointly develop clinical guidelines that outline a method for documenting consultation and referral at PreventaGenix.
- I. Physician agrees to personally review the historical, physical, and therapeutic data generated by PreventaGenix once every ten (10) business days.
- J. Physician agrees to review and sign any patient chart within thirty (30) days when medically indicated, when requested by the patient, when prescriptions written by the NP fall outside of the above referenced protocols, and when the NP prescribes a controlled drug.
- K. If not already accomplished by the requirements of the preceding subsection, Physician agrees to review at least twenty percent (20%) of charts written or monitored by NP every thirty (30) days.
- L. Physician agrees to visit the campus of each PreventaGenix clinic once every thirty (30) days.

- M. Physician and N.P. agree that all prescription pads used by NP at PreventaGenix shall contain the address and telephone number of both Physician and NP.
- N. NP shall sign his own name to the prescriptions written by him on the prescription pad described in the preceding subsection and shall also provide his own DEA number when prescribing controlled substances.

LIABILITY

- A. Each party is responsible for determining their own malpractice insurance needs and understands that no duty to defend or indemnify is created by virtue of this or any other agreement between the parties.

DURATION

- A. Either party may cancel this Agreement with a 30-day written notice; otherwise, the Agreement shall remain active on a month to month basis.
- B. Upon termination of Agreement, both parties agree that there will be no future restrictions for any length of time that affects their respective ability to practice or manage patients in any capacity at any location.
- C. Upon termination of Agreement by either party, effective immediately, there will be absolutely no restrictions in terms of either party recruiting patients or ability to practice in the same area.
- D. While specifics restrictions may not always be identified ahead of time, both parties agree that termination of this Agreement should in no way create any future practice restrictions for either party.
- E. The Agreement will be considered effective upon execution by the parties.
- F. This Agreement constitutes the complete and final expression of the agreement of the parties and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements that may have been made in connection with the subject matter of this Agreement.
- G. This Agreement may only be amended by a subsequent written agreement executed by the parties.
- H. Any litigation arising from this Agreement or the relationship between the parties shall be litigated in Madison County, Tennessee under the laws of the State of Tennessee.

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- I. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties.

SIGNATURES

SIGNATURE_____

Jeffrey Young, NP

DATE_____

SIGNATURE_____

Andrew Rudin, MD

DATE_____

From: andy rudin <andyrudin@yahoo.com>
Date: July 11, 2016 at 4:11:03 PM CDT
To: Kristie Gutsell <kristie@pvg.clinic>, Andrew Rudin
<Andyrudin@yahoo.com>
Subject: Re: contract
Reply-To: "andyrudin@yahoo.com" <andyrudin@yahoo.com>

Ok...been in Florida...back home tonight

[Sent from Yahoo Mail on Android](#)

On Mon, Jul 11, 2016 at 2:10 PM, Kristie Gutsell
<kristie@pvg.clinic> wrote:

Please see attached file. Please sign and return.

From: Kristie Gutsell <kristie@pvg.clinic>
Date: July 11, 2016 at 7:11:40 PM CDT
To: "andyrudin@yahoo.com" <andyrudin@yahoo.com>
Subject: Re: contract

Thanks. You should have another email from week before last also. A document is attached that also needs to be signed.
Thanks.

Sent from my iPhone

On Jul 11, 2016, at 4:11 PM, andy rudin <andyrudin@yahoo.com> wrote:

Ok...been in Florida...back home tonight

[Sent from Yahoo Mail on Android](#)

On Mon, Jul 11, 2016 at 2:10 PM, Kristie Gutsell
<kristie@pvg.clinic> wrote:

Please see attached file. Please sign and return.

From: andy rudin <andyrudin@yahoo.com>
Date: July 19, 2016 at 10:44:16 PM CDT
To: "kristie@pvg.clinic" <kristie@pvg.clinic>
Subject: Scan 4
Reply-To: "andyrudin@yahoo.com" <andyrudin@yahoo.com>

Signature page

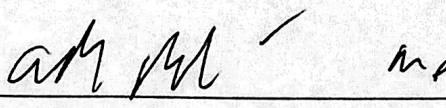
[Sent from Yahoo Mail on Android](#)

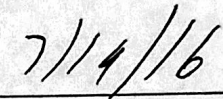
- I. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties.

SIGNATURES

SIGNATURE _____
Jeffrey Young, NP

DATE _____

SIGNATURE  _____
Andrew Rudin, MD

DATE  _____